



**REQUEST FOR PROPOSAL**

**Surface Analysis Instrumentation Partnership including  
X-ray Photoelectron Spectroscopy (XPS), Scanning Auger Microscope/Auger Electron  
Spectroscopy (SAM/AES) and  
Time of Flight Secondary Ion Mass Spectrometry (TOF-SIMS)**

**RFP#JW111116**

**Proposal Release Date**

Friday, November 11, 2016

**Proposal Due Date**

Thursday, December 1, 2016 @ 2:00 PM (EDT)

Purchasing Agent:  
Janel Wright  
Procurement Services  
3 Discovery Drive, Unit 6076  
Storrs, CT 06269-6076  
Phone: (860) 486-5004  
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## 1.0 Introduction

As is described in more detail below, the University of Connecticut (UConn) is seeking an industry-leader with whom to partner in support of an Surface Analysis Instrumentation Partnership including X-ray Photoelectron Spectroscopy (XPS), Scanning Auger Microscope/Auger Electron Spectroscopy (SAM/AES) and Time of Flight Secondary Ion Mass Spectrometry (TOF-SIMS).

## 2.0 Background- About UConn

The University is a Land, Sea, and Space Grant consortium institution which occupies over 4316 acres, enrolls over 31,624 students, and produces over 8,080 undergraduates, graduates, and professional degrees annually. The total construction-related budget for fiscal year 2016 was \$2.6 billion dollars and on-going initiatives include: UCONN 2000 & 21st Century UConn, Next Generation Connecticut, and Bioscience Connecticut. The main campus is located in Storrs, Connecticut and regional campuses are located in the following Connecticut towns: Avery Point, Hartford, Stamford, and Waterbury. Its academic health center, UConn Health, is located in Farmington, Connecticut. Detailed University demographics are available via the following link: [2016 Fact Sheet](#)

The University of Connecticut (UConn) is embarking on a major new initiative to develop a Technology Park (“Tech Park”) adjacent to its Storrs, CT main campus. The inaugural building of the Tech Park will be the Innovation Partnership Building (IPB), a University owned building dedicated to industry partnerships and transformative technologies. This building will open in late 2017. One wing of the IPB will be devoted to Advanced Materials Characterization.

## 3.0 Scope of Partnership

**UConn Partnerships, Generally.** UConn has established several industry partnerships, each with their own unique elements for its Surface Analysis Instrumentation Partnership including X-ray Photoelectron Spectroscopy (XPS), Scanning Auger Microscope/Auger Electron Spectroscopy (SAM/AES) and Time of Flight Secondary Ion Mass Spectrometry (TOF-SIMS), UConn will consider any creative approach proposed to support research and development efforts using the state-of-the-art technology at the core of this proposal. Proposers may find it useful to know, however, that UConn’s past partnership agreements have extended for 15 years or more and have included elements such as those listed below.

- 3.1.1 Industry-sponsored research collaborations with UConn scientists and engineers to examine questions of mutual interest
- 3.1.2 Operating costs to sustain Center personnel, supplies, maintenance agreements and services
- 3.1.3 Sponsorship of student and post-doctoral training/research through named fellowships, internships and scholarships
- 3.1.4 Sponsorship of named faculty (or chair) positions to advance research in a particular area

- 3.1.5 Provision of industry-leading instruments to UConn at reduced cost or at no cost. **Please note that if a prospective partner is proposing that UConn purchase instruments, the prospective partner must submit a Sale Proposal in addition to its Collaboration Proposal, as described in Appendix A of this RFP.**
- 3.1.6 Training of UConn personnel on use of any instruments provided to UConn.
- 3.1.7 “Evergreen” approaches to keep technology up-to-date. This often includes software and hardware upgrades and opportunities to beta-test newly developed instruments and software.
- 3.1.8 Sponsorship of a Center (e.g. the \_\_\_\_ Center for [\_\_\_\_]) devoted to a particular research area, and featuring a unique set of instruments and capabilities
- 3.1.9 Sponsorship of a Facility Scientist and/or a Project Management team
- 3.1.10 Sponsorship of annual workshops or research conferences in collaboration with other UConn partners.
- 3.1.11 Sponsorship and participation in a Technology Council consisting of academic and industry leaders to help direct future research and development efforts
- 3.1.12 A sustained training program to ensure that UConn and our industry partners can fully benefit from the advanced capabilities and optimal performance of the instrumentation
- 3.1.13 Promotion of the UConn partnership and any relevant Centers or Institutes at trade shows, on webpages and other promotional materials (e.g. newsletters)
- 3.1.14 Long term service/maintenance agreements which may include permanent placement of one or more field service engineers
- 3.1.15 Collaboration with UConn Scientists and engineers on external research proposals (with or without additional industry or National Laboratory partners)
- 3.1.16 A strategic plan for attracting and engaging additional industry partners to the facility

**Please note that philanthropic gifts are neither solicited nor required as part of this RFP. The inclusion of gifts to the University will not influence the procurement decision.**

To further leverage the capabilities within the Advanced Materials Characterization wing of the IPB, UConn seeks an industry partner with world renowned capabilities in the analysis of the surface composition of materials at the atomic level to interrogate the sub-micron features of diverse materials for defects, contaminants and impurities, as well as the interaction of different materials in adjacent layers. This research collaboration will also address new applications, with an eye toward improving the characteristics and performance of existing materials and the rapid development of new materials. UConn, in partnership with dozens of companies wishes to offer unparalleled analytical capabilities for surface characterization of materials used in medical devices, energy conversion, drug delivery platforms, tissue sections, polymers and coatings, thin films, metallurgy (corrosion, wear and wear-resistance), electronic and magnetic media, as well as micro- and Nano-electronic materials.

The collaboration with UConn will also involve a purchase agreement consisting of a suite of instruments to address the applications described above. This will include (but is not limited to) the following: An XPS instrument, an SAM/AES instrument and a TOF-SIMS instrument.

**For XPS:** - A stand-alone system with Monoatomic Ar sputter gun, scanned monochromatic micro-focused X-ray source, dual beam charge compensation, multichannel snapshot technology, motorized automated sample stage, Gas Cluster Ion Gun, Hot/Cold stage, Vacuum transfer vessel, Intro ion Gauge, Argon gas regulator kit, Main chamber turbo pump, Capabilities of The ability to acquire survey spectra and quantify high resolution narrow scans from areas of ten microns or less. The ability to acquire all traditional modes of XPS analysis from a less than ten micron area with an X-ray beam that can be focused down to less than ten microns. The ability to acquire X-ray induced secondary electron images. The ability to scan the focused X-ray beam at video rates. The ability to acquire multi-point depth profiles as on and off features within a single sputter crater without movement of the stage. The ability to use a Separate argon cluster ion gun and atomic argon ion gun to allow co-sputtering for optimum depth resolution at metal/organic interfaces. All associated hardware and software for an XPS with the above capabilities.

**For SAM/AES:** - A standalone SAM/AES system with depth profiling capabilities. Use of an acoustic enclosure and image registration software to eliminate image drift. Instrument control software, in combination with the acoustic enclosure to precisely maintain the position of analysis to better than five nanometers for extended data acquisition. The ability to collect superior images and spectroscopy of nanoscale features. Use of a coaxial field emission electron gun in a cylindrical mirror analyzer for reduced topographic artifacts. Ability to collect Auger images, line profiles, and depth profiles with the above mentioned analyzer without shadowing induced by sample surface roughness and structures with high topography.

A constant Auger sensitivity over sample tilt angles of plus or minus forty five degrees. The ability to collect data with Auger sensitivity being constant over a large range of sample tilt angles to eliminate topographic contrast that can distort the observed chemical variation in compositional images of a sample.

**For TOF-SIMS:** A stand-alone TOF-SIMS instrument for analysis of samples described above. A triple focusing spectrometer with a Bi Liquid Metal Ion Gun, a motorized automated sample stage, a High resolution digital intro chamber camera, and dual beam charge compensation. The system should have a Gas Cluster Ion Gun a Tandem mass spectrometer, i.e., TOF-TOF, an Ar sputter ion gun with an oxygen option, oxygen leak capability, a transfer vessel, ability to collect both static and dynamic SIMS data, a surface spectra static library for SIMS, and Off-line Data Reduction. System should have Parallel imaging MS/MS so that a second TOF analyzer can be added onto the mass spectrometer. This TOF-TOF tandem mass spectrometer will be used for conventional TOF-SIMS imaging and spectrometry (first MS) and product ion imaging and spectrometry (second MS). Capability to collect a full mass spectrum at both MS1 and MS2 simultaneously acquired for each pixel in the imaged area of the sample. This fragmentation pattern is important to provide unambiguous identification of high mass peaks. System should have coaxial secondary ion and secondary electron detectors so that both types of images can be acquired simultaneously. Secondary electron images must be acquired simultaneously with secondary ion images. The sample stage travels between the sample intro chamber and the analysis position under full computer control. System should have an electrostatic analyzer design of three, ninety degree hemispherical sectors with and a computer controlled energy slit to eliminate metastable ions and minimize spectral background. System analyzer should have the ability to eliminate all secondary ions that have a kinetic energy below the acceleration potential for low background and superior detection limits. The computer-controlled aperture should be able to change the angular acceptance of secondary ions. There should be the ability to choose between either maximum mass resolution on elemental peaks or maximum angular acceptance, Systems needs to have a computer-controlled variable energy slit to block secondary ions that are above and below certain initial kinetic energies. A low energy

ion gun for dual-beam ion and electron charge compensation during analysis of insulating materials is needed. A liquid metal ion gun needs to provide high mass resolution with high spatial resolution simultaneously, while also keeping the analysis time short. Multiple emitters like gallium, gold and bismuth must be compatible with the liquid metal ion gun. Low temperature measurements such as large area mosaic mapping need to be done while continuously controlling the sample temperature.

In addition, the ability to interchange samples between these systems using the same sample holder is needed. Transfer vessels for air sensitive samples to facilitate transfers between such systems is needed to be able to analyze the same samples without any exposure to air.

## 4.0 Instructions to Proposers

### 4.1 RFP Schedule

RFP SCHEDULE	DUE DATES*
RFP Issue/Release	11/11/16
Written Inquiries from RFP Participants	11/18/16
University Response to Proposer Question	11/29/16
<b>Proposal Due Date &amp; Time</b>	<b>12/1/16 @ 2:00PM (EDT)</b>
Anticipated Award Date	Week of 12/19/16
Contract Service Commence	TBD

\*This schedule is subject to change as deemed necessary by the University.

- 4.2 Point of Contact: All communications and/or inquiries regarding this RFP **must** be directed to the contact person identified below in Section 4.2.1. All questions must be submitted in writing using the Procurement Professional's email address no later than Deadline for Questions date listed above in Section 4.1.

4.2.1 Janel Wright  
University of Connecticut  
Procurement Services  
3 Discovery Drive, Unit 6076  
Storrs, CT 06269-6076  
E-mail: janel.wright@uconn.edu

- 4.3 Communications: Upon formal issuance of a RFP, the University and Proposer(s) will cease all informal communications relevant to the RFP and assume a formal, in writing, communication posture until a binding contractual agreement is executed with the selected Proposer(s), all other Proposers have been notified as to their RFP status, or when the University formally rejects all proposals and cancels the RFP process. Failure to adhere this provision may result in a Proposer being declared ineligible, proposal rejection, or RFP cancellation. The University will

not respond to any request for clarification received after the Deadline for Proposer Questions has expired with Section 4.1.

4.3.1 Under no circumstances, may any proposer or its representative contact any employee or representative of the University regarding this RFP prior to the closing date, other than as provided in Section 4.2.1. Strict adherence to this important procedural safeguard is required and appreciated. Any violation of this condition may result in proposer being considered as non-compliant and ineligible for award.

4.4 Addenda: Addenda are issued in response to Proposer questions and/or University clarifications and revisions to the RFP. Addenda are incorporated into the RFP and may be incorporated along with the RFP into any resulting contract. The University is solely responsible to post addenda on the University of Connecticut Procurement Services website at <http://purchasing.uconn.edu/bid-opportunities/> and the State of Connecticut Department of Administrative Services' Procurement website at [http://www.biznet.ct.gov/SCP\\_Search/Default.aspx?AccLast=2](http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2). The Proposer is solely responsible to obtain/retrieve addenda from either website. Failure of a Proposer to retrieve any addendum shall not relieve the Proposer of any responsibility for complying with the terms thereof. All addenda must be signed by an authorized representative of the Proposer and returned with the proposal. Failure to sign and return any and all addenda may be grounds for rejection of the proposal response. Further, addenda must be acknowledged on the Form of Proposal, Section 8.0.

4.5 **Not Applicable for this RFP** Pre-Proposal Conference: A mandatory pre-proposal conference will be required and held via teleconference on the date stated in Section 4.1. Attendees must submit their RSVP to the party identified in Section 4.2.1 via email no later than the date outlined in section 4.1. In-person attendance will not be accommodated nor permitted. The pre-proposal teleconference information will be released via email one (1) business day before the date of the pre-proposal conference to all parties who have submitted an RSVP on or before the date outlined in Section

4.6 Proposal Presentations: The University evaluation committee may require proposal presentations. If invited to present, the Proposer will be responsible for making all the necessary arrangements and will bear all costs associated with the presentation. Presentations will be scheduled within the time allocated in the RFP schedule. [See Section 4.1 for specific schedule details]. Presentation invitations will be issued only to those firms selected to participate in Phase II of this RFP and will include the meeting date, time, location, length of on-site presentation and associated agenda/requirements outlining specific proposal areas for discussion, as outlined at the University's discretion.

4.7 Campus Visitor Parking: Campus parking is strictly regulated and violations are subject to monetary fines. Visitors must park only in areas specifically designated for general public

parking (signed, paved, and lined parking areas and/or parking garage). Detailed parking information is available at the following links:

4.7.1 [UConn Parking Services \(Main and Regional Campuses\)](#)

4.8 On-Site Accommodations: If a Proposer requires on-site accommodations, the University recommends visitors stay on campus at the Nathan Hale Inn. This facility provides parking, complimentary access to the campus shuttle, and may provide preferred rates for long term stays. Contact information is available at the following link: [www.nathanhaleinn.com](http://www.nathanhaleinn.com).

4.9 Proposal Selection Evaluation Criteria: All proposals will be evaluated by an evaluation committee, using the specific evaluation criteria listed in the table below. Each criterion has been assigned a point value. The evaluation committee will conduct a comprehensive review and analysis of the received proposals and recommend which proposals are the most advantageous to the needs of the University.

Evaluation Criteria
Instruments Specifications
Industry Leadership of Proposer
<b>Best Value of General Partnership Proposal (other than any sales proposal), including the following:</b> <ul style="list-style-type: none"><li>• <b>Commitment of the Proposer to supporting the long term vision of UConn's Innovation Partnership Building through a <i>sustained partnership</i> based upon cutting-edge research and state-of-the-art technology.</b></li><li>• <b>Commitment of the Proposer to collaborate with UConn and other industry partners to garner extramural research and development grants and contracts.</b></li><li>• <b>Commitment of the Proposer to help train the next generation of scientists and engineers in the use of state-of-the-art instrumentation on challenging research and development projects, and to assist in fostering an 'innovation culture' within the UConn Innovation Partnership Building.</b></li></ul>
<b>Best Value of any Sales Proposal</b>

## 5.0 Submission Instructions:

5.1 RFP Due Date and Time: Proposals are due on **Thursday, December 1, 2016 at 2: 00 PM (EDT)**. Any proposal received after the stated due date and time will be rejected and may



**be returned to the Proposer upon their request and at their expense. Facsimile, emailed, or unsealed proposals will not be accepted under any circumstances.**

5.2 Deliver to Address: For deliver to instructions, please reference Section 4.2.

5.3 Sealed Proposals: Proposals must be submitted, in a media format as identified below in Section 5.4, in a SEALED envelope or carton, clearly marked with the label below and the name and address of the Proposer. **Hard copies will not be accepted.**

5.3.1 Proposal Media: Enclose an electronic version of the original proposal compiled in Portable Document Format (.pdf) on a USB flash drive (preferred), CD or DVD.

5.4 Proposal Submittal Format: Provide a proposal formatted as a PDF which is clearly bookmarked in accordance with the designations below.


5.4.1 Letter of Transmittal: Provide a summary of what is being proposed including any support documentation.

5.4.2 FORM OF PROPOSAL: See Section Appendix A


5.4.3 Appendices/Required Forms (all are required unless indicated – Not Applicable)

5.4.3.1 Form 1 Gift and Campaign Contribution Certification  [Form 1 Adobe.pdf](#)

5.4.3.2 Form 5 Consulting Agreement Affidavit  [Form 5 Adobe.pdf](#)

5.4.3.3 Form 6 Affirmation of Receipt of State Ethics Law Summary  [Form 6 Adobe.pdf](#)

5.4.3.4 Form 7 Iran Certification  [Form 7 Adobe.pdf](#)

5.4.3.5 Bidder Contract Compliance Monitoring Report  [Notification to Bidders/Contract Compliance Monitoring Report](#)

5.4.3.6 SEEC FORM 10 Acknowledgement of Receipt  
[SEEC FORM 10 Acknowledgement of Receipt](#)

5.4.3.7 Non-Discrimination Certification  
<http://www.ct.gov/opm/cwp/view.asp?a=2982&Q=390928>

5.4.3.8 Vendor Code of Conduct Form ["Vendor Code of Conduct"](#)

5.4.3.9 CT Economic Impact Form  
[Connecticut Economic Impact Form](#)

5.4.3.10 Non-Collusion Affidavit (See attached)

5.5 Client References: **(Not Required for the initial submittal of this Proposal)** Provide a minimum of five (5) client references for each of the projects.

5.6 Financial Statements: **(Not Required for the initial submittal of this Proposal)** Proposers are required to submit their most current, within the last three (3) years, 10-K financial statements package including: Balance Sheet, Cash Flow statements, Statement of

Stockholders Equity, and Income Statements. If a current 10-K is unavailable, financial statements which have been audited and certified by an independent Certified Public Accountant (CPA) shall be deemed acceptable. If audited financial statements are unavailable, provide financial statements which have been reviewed by an independent Certified Public Accountant (CPA). The University reserves the right to request additional information to provide any assurances of financial surety it deems appropriate.

## **6.0 Standard RFP Requirements**

### **6.1 Definitions**

- 6.1.1 "Request for Proposals (RFP)" means all documents, whether attached or incorporated by reference, utilized for soliciting proposals. Awards made as a result of an RFP shall be based upon "Competitive Negotiation".
- 6.1.2 "Competitive negotiation" means a procedure for contracting for supplies, materials, equipment or contractual services, in which proposals are solicited from qualified suppliers by a request for proposals, and changes may be negotiated in proposals and prices after being submitted.
- 6.1.3 "Addenda" means written and/or graphic instructions issued by the University subsequent to the receipt of proposals that modify or interpret the Request for Proposal documents by addition, deletions, clarification, or corrections.
- 6.1.4 "Proposer" means a person, firm or corporation submitting a proposal in response to a Request for Proposal.
- 6.1.5 "Contractor" means any business that is awarded, or is a subcontractor under, a contract or an amendment to a contract with a state contracting agency under statutes and regulations concerning procurement, including, but not limited to, a small contractor, minority business enterprise, an individual with a disability, as defined in section 4a-60, or an organization providing products and services by persons with disabilities.
- 6.1.6 "Informal communications" means any communication method other than written emails to the Point of Contact Person identified for this RFP.
- 6.1.7 "Non-Acceptance of Proposal" means another proposal was deemed more advantageous to the University or that all proposals were rejected.
- 6.1.8 "Offer" or "Proposal" means the Proposer's response to this Request for Proposal.
- 6.1.9 "Services" shall mean all services described within the scope of this RFP.
- 6.1.10 "Agreement" shall mean the contract issued as a result of this Request for Proposal.
- 6.1.11 "CT-based Businesses" shall be a firm that is: (i) a business entity organized, headquartered and operating in the State of Connecticut for at least one year prior to the date of bid submission; or (ii) a business entity that is authorized to do business in Connecticut, maintains an operating location in Connecticut, and has generated over 50% of its annual gross revenues each year, over the past five (5) years prior to the date of bid submission, from work on projects located in Connecticut.

- 6.1.12 "Joint Venture" in this sourcing context refers to firms that may have familiarity within particular areas but may not be subject matter experts in all necessary areas; therefore, the University welcomes joint venture proposals. Please see paragraph 3.13 for specific requirement(s) related to joint venture proposals.
- 6.1.13 "SBE/MBE Firm" shall refer to a certified Small Business Enterprise/Minority Business Enterprise firm that meets the qualifications as determined by legislation, Connecticut General Statute 4a-60g (Supplier Diversity Statute) as amended by Public Act 11-229.
- 6.1.14 "University" or "UConn" or a pronoun used in its place shall mean the University of Connecticut main campus at Storrs, Connecticut as well as its five regional campuses and the Cooperative Extension Offices.
- 6.1.15 "UConn Health" or "UCH" shall mean University of Connecticut Health and its affiliates.
- 6.2 Proposal Understanding: Proposers must demonstrate: an understanding of the statement of work (SOW), the ability to accomplish the tasks set forth; and must include information that will enable the University to determine the proposer's overall qualifications.
- 6.3 Rendering of Service: Each Proposer must respond to, and be capable of, supplying all services outlined in the RFP specification.
- 6.4 Expiration of Proposals: Proposals shall remain in effect from the RFP due date and time for a minimum period of 180 days.
- 6.5 RFP Acceptance/Rejection: The University reserves the right to cancel this solicitation, to reject any or all proposals received (or any part thereof without penalty), to waive informalities or irregularities and to award a contract not based solely on the lowest cost, but based on a Proposal which, in the sole opinion of the University, best fulfills or exceeds the requirements of this RFP and is most advantageous to the University. Firms subject to Non-Acceptance of Proposal shall be notified after a binding contractual agreement between the University and the selected Proposer exists or after the University has rejected all proposals.
- 6.6 Modified Proposals: Modified proposals may be submitted up to the due date and time designated for receipt of proposals provided they conform to these terms and conditions.
- 6.7 Pricing: Please provide in Appendix A (Pricing Matrix).
- 6.8 Sales Tax Exemption: In accordance Conn. Gen. Stat. §12-412(1)(A), the University is exempt from local, state, and federal excise taxes.
- 6.9 Independent Price Determination: Proposer warrants, represents, and certifies that:
- 6.9.1 The proposed costs have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.

- 6.9.2 Unless otherwise required by law, the proposed costs have not been knowingly disclosed by the Proposer on a prior basis directly or indirectly to any other.
- 6.9.3 No attempt has been made, or will be made, by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- 6.10 Review of References: The Proposer is required to provide references from customers who are of comparable size and scope as to the University or as directed in Section 5.5.8.2. The University is particularly interested in references that are institutions of higher education.
- 6.11 Good Faith Negotiation: If the University and selected Proposer(s) are unable to reach a mutually agreeable contract, the University reserves the right to abandon negotiations and commence negotiations with the second highest ranked Proposer. The University will be the sole judge of the suitability of the proposed Agreement(s).
- 6.12 Incorporation of Proposal: Proposals submitted in response to this RFP may, at the University's option, be incorporated into the executed contract.
- 6.13 "NO SUBSTITUTE": Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict proposers to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which proposals are submitted must be of the same or better character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified. In submitting a proposal on a commodity other than as specified, proposer shall furnish complete data and identification with respect to the alternate commodity bidder proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the State. If the proposer does not indicate that the commodity he/she proposes to furnish is other than specified, it will be construed to mean that the proposer proposes to furnish the exact commodity described. Any substitutions must meet or exceed all specification requirements and must receive approval in writing from the appropriate party at the University prior to any order being filled.
- 6.14 Ownership of Samples: Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP or submitted in pursuit of a contract award shall be the sole property of the University unless otherwise stated in the contract or otherwise.
- 6.14.1 The quality of accepted samples does not supersede the specifications for quality in the RFP unless the sample is superior in quality and is identified as an alternative to the product/service requested. All deliveries shall have at least the same quality as the accepted sample.
- 6.14.2 Samples shall be furnished free of charge. Proposer must indicate if return of any sample is desired. The University shall comply with such request provided samples are returned at Proposer's sole cost and expense, FOB Proposer's destination, and that they have not been

made useless by testing. If they are made useless by testing, the State may dispose of the samples as it deems to be appropriate. Samples may be held for comparison with deliveries.

6.15 Proposal Preparation: The University will assume no cost for proposal preparation and/or submission. All costs will be borne at Proposer's expense.

6.16 Confidential Information: The University treats Proposals as confidential until after the award is issued. At that time they become subject to disclosure under the Freedom of Information Act. If a Proposer wishes to supply any information, which it believes is exempt from disclosure under the Act, said Proposer should summarize such information in a separate envelope and each page submitted should clearly state "Confidential," but otherwise be presented in the same manner as the Proposal. However, any such information is provided entirely at the Proposer's own risk and the University assumes no liability for any loss or damage which may result from the University's disclosure at any time of any information provided by the Proposer in connection with its proposal.

6.17 Freedom of Information: While the University may be willing to agree not to disclose the information proactively, the University is subject to the Connecticut Freedom of Information Act, found in Chapter 14 of the Connecticut General Statutes, which may require disclosure, should the document be requested with limited exceptions. Two such exceptions that might apply are as follows: (1) Conn. Gen. Stat. sec. 1-210(b)(24) permits the University to withhold records related to the procurement process while bidding and contract negotiations are underway (this moratorium is temporary and lasts only until the contract has been executed or negotiations are abandoned); and Conn. Gen. Stat. sec. 1-210(b)(5) permits the University to withhold records in its possession in the event they contains trade secrets (or really any intellectual property). In the event that the University determines that Conn. Gen. Stat. sec. 1-210(b)(5) may apply to a given request for the records in question, the responsibility to substantiate claims that said would reveal trade secrets and meet the exemption requirements to would need to be borne by the owner of said trade secrets, not the University. Further, if the entity seeking access to the documents challenges the University's withholding of the document, said owner may be required to prove at the Freedom of Information Commission and/or in a Court of Law, that the release of said trade secrets would be harmful to the owner of the intellectual property or properties in question.

6.18 Conflict of Interest: The Proposer shall disclose and identify to the University, with its proposal, any relationships, which may constitute a potential conflict of interest with the University of Connecticut Purchasing Department, or any other University organizations or departments for the purpose of determining whether a conflict of interest exists. All such disclosures require acceptance/approval action on the part of the University, who shall determine, in its sole discretion, whether an impermissible conflict exists.

6.19 Ethics and Compliance Reporting/Whistleblower Protection: The University Office of Audit, Compliance, and Ethics is responsible for handling anonymous ethics and compliance reporting.

Any person who is aware of unethical practices, fraud, violation of state laws or regulations, or other concerns relating to University policies and procedures can report such matters anonymously using the information provided on their website.

- 6.20 Corporate Social Responsibility: In furtherance of its longstanding commitment to fundamental human rights, to the dignity of all people, and to the environment, the University requires all Vendors to adhere to the ["Vendor Code of Conduct"](#) policy. Please provide acknowledgement of this University policy and any additional pertinent information.
- 6.21 Minor Defects: If, during the solicitation and/or evaluation process, the University determines that a particular mandatory requirement may be modified or waived and still allow the University to obtain goods/services that substantially meet the intent of this RFP, the mandatory requirement will be modified or waived for all proposers, and all proposals will be re-evaluated in light of the change.
- 6.22 Notification of RFP Status: Upon completion of the RFP review process, all Proposers will receive a RFP status notification. This notification covers three outcomes: No Further Consideration, Selected to Short List, or Intent to Award.
- 6.23 Debriefing: Requests for debriefing by Proposer will be accommodated upon request.
- 6.24 OSHA Compliance: All items to be furnished shall meet all applicable local, state, and federal requirements of the Occupational Safety and Health Act. If any at any time, items or services covered under this RFP become non-compliant with applicable law, the Proposer or Contractor shall notify the University's Director of Procurement Services immediately by registered mail.
- 6.25 Advertising/Licensed Merchandise/Sponsorship Opportunities: The Proposer agrees, unless specifically authorized in writing by the University, that it shall have no right to use the University's name, seal, mark of any kind including logos and its officials and/or employees in any advertising, publicity, or promotion including, but not limited to, any expression or implication of endorsement by the University.
- 6.26 Award: A contract will be awarded to the Proposer(s) whose proposal(s) are deemed to be the most advantageous to the University, in accordance with the criteria set forth within the RFP, taking into account the quality of the goods or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, warranty and financial responsibility. It is the University's intention to make an award for each category which will result in a multi-vendor contract. In order to best meet the needs of the University and the financial requirements of the various end users, an exclusive contract will not be issued as a result of this RFP. Within each manufacturer's offering, three (3) separate (yet inter-connective) lines of products are desired in a Good (A-), Better (A), and Best (A+) ranking.

6.26.1 The University may:

- 6.26.1.1 reject the proposal of any Proposer who is in default of any prior contract or is guilty of misrepresentation or any Proposer with a member of its firm in default or guilty of misrepresentation.
- 6.26.1.2 correct inaccurate awards resulting from clerical or administrative errors in accordance with and pursuant to the Regulations of Connecticut State Agencies.
- 6.26.1.3 make an award contingent upon the successful Proposer's execution of the applicable required State of Connecticut certifications and affidavits.
- 6.26.1.4 award by item, groups of items or total bid; to reject any and all proposals in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the University will be served.

6.27 Exceptions to Standard RFP and/or Contract Terms and Conditions: All exceptions and/or alternates must be outlined in Appendix B – Point by Point Response.

## 7.0 Standard Contract Terms and Conditions

The following terms and conditions will govern in the submission and evaluation of proposals and the award of a contract. Bidders are requested to carefully review the terms and conditions, as they will become part of any subsequent agreement and award.

- 7.1 Contract Status: The response to this RFP will be considered an offer to contract. Final negotiations on the highest evaluated offer will be conducted to resolve any differences and informalities. After final negotiations, the University in accordance with Section 7.16 will issue an acceptance of the proposal offer.
- 7.2 Contract Format: UConn intends to memorialize this Partnership through the form of Collaboration Agreement attached as Appendix B-1. In the event the Partnership includes UConn purchasing instruments, UConn intends to memorialize the purchase with the form of Purchase Agreement attached as Appendix B-2. Each contract contains two sections. The first section will contain the terms of the transaction, which will be the product of negotiations. The second section of each contract contains provisions required by the State of Connecticut. **These State-mandated provisions may not be negotiated.**
- 7.3 Contract Modification: All changes to the contract must be agreed to, in writing, by both parties prior to executing any change.
- 7.4 Contract Assignment or Subcontract: The resulting contract shall not be assigned, transferred, or sublet in whole or in part without the prior written approval of the University.
- 7.5 Notification of Selected Firm: It is the University's intention to review proposals, complete contract negotiations and execute an agreement on or before the date outlined in section 1.3. All Bidders will receive written notification of this action after the University of Connecticut Evaluation Committee has approved the selection.

- 7.6 Contract Commencement: The contract will commence upon execution of the aforementioned formal agreement and final approval by the Office of the Attorney General. The Project covered under the contract will be based on the specific University requirements or requests. The University can neither project nor guarantee a specific volume of business over the term of any contract that may result from this RFP.
- 7.7. Ownership of Subsequent Samples: Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the University unless otherwise stated in the contract.
- 7.7.1 The quality of accepted samples does not supersede the specifications for quality in the RFP unless the sample is superior in quality. All deliveries shall have at least the same quality as the accepted sample.
- 7.7.2 Samples shall be furnished free of charge. Bidders must indicate if return of any sample is desired. The University shall comply with such request provided samples are returned at Proposer's sole cost and expense, FOB Proposer's destination, and that they have not been made useless by testing. If they are made useless by testing, the State may dispose of the samples as it deems to be appropriate. Samples may be held for comparison with deliveries.
- 7.8 Independent Price Determination: In the proposals, Bidders must warrant, represent, and certify that the following requirements have been met in connection with this RFP:
- 7.8.1 The costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.
- 7.8.2 Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the Proposer on a prior basis directly or indirectly to any other.
- 7.8.3 No attempt has been made, or will be made, by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- 7.9 Professional Time and Expense Policy: The University will not pay the awardee for travel time or any out-of-pocket expenses incurred by the awardee or awarded party between place of residence and place of work. In certain circumstances, the University will provide lodging and a meal allowance as deemed appropriate by the University. In such cases, permission shall be furnished by the University in writing and must be secured prior to the awardee incurring such expense(s). Furthermore, all reimbursements shall comply with policies found at <http://www.travel.uconn.edu>. The University will not reimburse the awardee for any other miscellaneous out-of-pocket expenses.
- 7.10 Sales Tax Exemption: The University of Connecticut is exempt from Federal Excise taxes and no payment will be made for any taxes levied on the Proposer's employees' wages. The University is exempt from State and Local Sales and Use Taxes on the services and/or equipment supplies pursuant to this Agreement. The lessor pledges to do all things possible to maintain such tax



exemption, including promptly assisting the University in completing any related IRS Forms including Form 8038G or GC and any associated information including the amortization schedule for each lease.

7.11 Non-appropriation of Funds: Notwithstanding any other provision of this RFP or any ensuing contract, if funds anticipated for the continued fulfillment of the contract are at any time not forthcoming or insufficient, either through the failure of the Connecticut Legislature to provide funds or alteration of the program under which funds were provided, then the University shall have the right to terminate the contract without penalty by giving not less than thirty (30) days advance written notice documenting the lack of funding. Unless otherwise agreed to, the contract shall become null and void on the last day of the fiscal year for which appropriations were received; except that if an appropriation to cover the costs of this contract becomes available within sixty (60) days subsequent to termination under this clause, the University agrees to re-establish a contract with the firm whose contract was terminated under the same provisions, terms and conditions of the original contract.

7.12 Not Used

7.13 Liens: The successful Proposer shall keep the University free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of goods and services by or to the Proposer.

7.14 Choice of Law and Venue: The terms and provisions of this RFP and any ensuing contract shall be governed by and construed in accordance with the laws of the State of Connecticut without regard to its Conflict of Laws principles.

7.15 Actions of Proposer: The actions of the successful Proposer with third parties are not binding upon the University. The Proposer is not a division of the University, partner or joint venture of or with the University.

7.16 Award

7.16.1 A contract will be awarded to the Bidder or Bidders whose proposals the University deems to be the most advantageous to the University, in accordance with the criteria set forth within the RFP, taking into account the quality of the goods or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility.

7.16.2 The University may reject the proposal of any Bidder who is in default of any prior contract or is guilty of misrepresentation or any Bidder with a member of its firm in default or guilty of misrepresentation.

7.16.3 The University may, in accordance with and pursuant to the Regulations of Connecticut State Agencies may correct inaccurate awards resulting from clerical or administrative errors.

- 7.16.4 It is the University's intent to make a single award as a result of this RFP; however, the University reserves the right to make a multiple awards for these services if it is deemed to be in its own best interest.
- 7.16.5 Not Used
- 7.16.6 The University will not knowingly do business with any Bidder, Proposer, sub-proposer or Supplier of materials who discriminates against members of any class protected under Sections 4a-60 or 4a-60a of the Connecticut General Statutes.
- 7.16.7 The University reserves the right to award by item, groups of items or total bid; to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the University will be served.
- 7.16.8 ACCEPTANCE OF A BID BY THE UNIVERSITY IS NOT AN ORDER TO SHIP.
- 7.16.9 Each bid is received with the understanding that the acceptance in writing by the University of the offer to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the bidder and the University, which shall bind the bidder on his part to furnish and deliver the articles quoted on at the prices stated and in accordance with the conditions of said accepted bid; and the University on its part to order from such Proposer, except for causes beyond reasonable control; and to pay for , at the agreed prices, all articles specified and delivered.
- 7.16.10 In event of default by the Proposer, the University reserves the right to procure the commodities and/or services from other sources, and hold the Proposer liable for any excess cost occasioned thereby. If, however, public necessity requires use of material or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.
- 7.16.11 The Proposer guarantees to save the University, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, of which the Proposer is not the patentee, assignee or licensee.
- 7.16.12 It is understood and agreed that the Proposer shall not be held liable for any failure or delays in the fulfillment of his contract arising from strikes, fires, or acts of God, or any other cause or causes beyond his reasonable control.
- 7.16.13 In the event there is a need for material bonding, performance bonding and/or insurance, the bidder will provide the bonding and/or insurance when requested and do this within fifteen (15) days after receipt of our notification of apparent low bidder, otherwise, the University reserves the right to go to the next qualified bidder who can comply.

7.16.14 Remedies Upon Default: In any case where the Proposer has failed to deliver or has delivered non-conforming goods or services, the University shall provide a "notice to cure". If after notice the Proposer continues to be in default, the University may procure goods or services as substitution from another source and charge the cost difference to the defaulting Proposer.

7.16.15 Collection for Default: The Attorney General shall be requested to make collection from any defaulting Proposer pursuant to the preceding paragraph.

7.16.16 In addition, the award will be contingent upon the successful negotiation of the specific terms and conditions to be included in any resulting Agreement(s). The University will be the sole judge of the suitability of the proposed Agreement(s).

7.17 Payments under a Contract Award:

7.17.1 Under no circumstances shall the successful Proposer begin to perform under the contract prior to the effective date of the contract. All payments shall adhere to the payment terms negotiated in the contract award.

7.17.2 Cash discounts may be offered by bidder for prompt payment of invoices. Such discount will not be taken into consideration in determining the low bidder but will be taken into consideration in awarding tie bids. The discount period will be computed from the date delivery is accepted at destination or from date correct invoice is received by the consignee, whichever is the later date.

7.17.3 **Payment Terms:** Payment terms shall be 2% 15 days, net 45 days unless otherwise noted in the bidder's proposal and appropriately noted on the Form of Proposal. Terms other than those indicated above will be subject to University approval.

7.18 Evaluation of Performance: During or after the term of any contract or other agreement that results from this RFP process, the University may conduct evaluations of the successful Proposer's performance including, but not limited to equipment, staffing, supplies and services. The successful Proposer may be requested to provide a quality performance metrics and shall cooperate with the University in any such evaluations and work with the University to correct any deficiencies noted.

7.19 Business Relationship Affidavit

7.19.1 The proposing Proposer must certify that no elected or appointed official or employee of the University has benefited, or will benefit financially or materially from the proposed services. The University may terminate any contract resulting from this RFP, if it is determined that gratuities of any kind were either offered to, or received by, any University officer or employee contrary to this policy. The authorized signatory of a submitted proposal automatically attests this to be true. **(See also Attachment of Governor Rell's Memo to Proposers Conducting Business with the State of Connecticut).**

- 7.19.2 The laws of the State of Connecticut provide it is a felony to offer, promise or give anything of value or benefit to a State employee with intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duty. Evidence of violation of this statute will be turned over to the proper prosecuting attorney. See code of Ethics in Connecticut General Statutes Section 1-79 through Section 1-90. **Proposer agrees by signing any resultant contract to abide by all Connecticut and Federal ethics laws, current and future.**
- 7.20 **Conflict of Interest:** The Applicant shall disclose and identify to the University, with its proposal, any relationships, which may constitute a potential conflict of interest with University Purchasing Department, or any other University organizations or departments for the purpose of determining whether a conflict of interest exists. All such disclosures require acceptance/approval action on the part of the University, who shall determine, in its sole discretion, whether an impermissible conflict exists.
- 7.21 **Equal Employment Opportunity Requirements**
- 7.21.1 In entering into any contract resulting from this RFP, the Proposer agrees to comply with Equal Employment Opportunity and Affirmative Action requirements as stipulated Executive Order No. Three of Governor Thomas J. Meskill promulgated on June 16, 1971 and Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973.
- 7.21.2 The Proposer shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age, sexual orientation, physical or mental disability, or any other group covered by law. The Proposer shall take affirmative action to ensure applicants are employed and the employees are treated during employment without regard to their race, creed, color, national origin, sex, age, sexual orientation, physical or mental disability or any other group covered by law, except where it relates to a bona fide occupational qualification.
- 7.22 **Federal, State and Local Taxes, Licenses and Permits:** The successful Proposer will comply with all laws and regulations on taxes, licenses and permits.
- 7.23 **Waiver of Rights:** No delay or failure to enforce any provision of this agreement shall constitute a waiver or limitations of University's rights under any resulting contract.
- 7.24 **Prior Course of Dealings:** The parties hereby agree that no trade usage, prior course of dealing or course of performance under other contracts shall be a part of this agreement or shall be used in the interpretation or construction of this agreement.
- 7.25 **Warranty:** The proposer warrants that the goods or services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications and that such goods or services supplied shall not void or impair any OEM warranty or any other warranty possessed by University. If the proposer knows of the purchaser's intended use, the proposer warrants that the goods or services are suitable for the intended use. All goods provided shall be warranted for at least one (1) year.

7.26 Proposer Personnel: Forms and U.S. Export Control Regulations:

7.26.1 The awarded Proposer(s) will be responsible for fulfilling staffing requests with their own resources, including W-2 employees and/or 1099 employees.

7.26.2 Proposers are required to obtain and keep the current employment verification Form I-9 issued by the U.S. Department of Justice Immigration and Naturalization Service supporting each professional's authorization for employment in the United States (<http://www.uscis.gov/i-9>).

7.26.3 Each Proposer shall be responsible for compliance with all relevant U.S. Export Control regulations, especially those regulations that restrict or prohibit access to certain technical information by citizens of certain non-U.S. Territories. The University reserves the right to audit documentation related to the above requirements.

7.27 Information Provided by the University: The University of Connecticut has, in this Request for Proposal and otherwise, provided proposers with information relating to the University, its current operations and initiative described herein. The University assumes no responsibility or liability for the adequacy or accuracy of any information provided by the University, its agents, employees or representatives. The proposer agrees to waive any claim or defense to any claim relating to the adequacy or sufficiency of any information provided prior to the execution of the anticipated contract. Subject to these limitations, this Request for Proposal contains information describing University communities, operations and planned programs.

7.28 Responsibilities of the Proposer:

7.28.1 **Observing Laws and Regulations:** The Proposer shall keep fully informed of and shall faithfully observe all laws, national and state, and all ordinances and regulations affecting responsibility to the University, or affecting the rights of supplier's employees, and he shall protect and indemnify the University, its officers, and agents against any claims of liability arising from or based on any violation thereof.

7.28.2 **Representations:** Each firm, by submitting a proposal, represents that it:

- a. Has read and completely understands the proposal documents; and
- b. Is totally familiar with the conditions under which the work is to be performed including but not limited to availability and cost of labor and materials.

7.28.3 **Purchase Orders and Sub-Proposers:** Purchase Orders and payments will only be issued to the Proposer. It is the Proposer's responsibility to issue Purchase Orders, schedule services and pay all sub-Proposers and partners directly.

7.29 Repairs to Property Damage: Existing facilities damaged during installation and/or service by the Proposer, the Proposer agents or employees, shall be repaired and left in as good condition as found. All repairs shall be accomplished at no cost to the University.

7.30 Access Management Plan: The University has recently developed an Access Management Plan for the Storrs campus. The plan will help create a safer pedestrian campus, protecting both the

landscape and hardscape by giving service and delivery vehicles safer, more appropriate access to campus buildings. Additional details related to the University's Access Management Plan can be found at <http://www.park.uconn.edu/amplan.html>. Awarded parties will be required to adhere to the requirements of the Access Management plan; therefore bidders shall make themselves familiar with its requirements and agree to adhere to the same.

#### 7.31 Insurance Requirements:

7.31.1 **Insurance:** The proposer shall secure and pay the premium or premiums of the following policies of insurance with respect to which minimum limits are fixed in the schedule set forth below. The University of Connecticut shall be included as a named insured on all such policies. Each such policy shall be maintained in at least the limit fixed with respect thereto, and shall cover all of the proposer's operations hereunder, and shall be effective throughout the period of this contract or any extension thereof. It is not the intent of this schedule to limit the types of insurance required herein.

(a) Commercial General Liability

- |                                    |             |
|------------------------------------|-------------|
| 1. Each Occurrence                 | \$1,000,000 |
| 2. Personal and Advertising Injury | \$1,000,000 |
| 3. General Aggregate               | \$2,000,000 |
| 4. Fire Legal Liability            | \$100,000   |

The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this award.

- (b) Business Automobile Liability: Minimum Limits for Owned, Scheduled, Non Owned, or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence.
- (c) Workers' Compensation and Employer's Liability: As required under state law.
- (d) Such other insurance in such amounts which from time to time may reasonably be required by the mutual consent of the University and awarded Proposer against other insurable hazards relating to performance.

7.31.2 All policies of insurance provided for in this Section shall be issued by insurance companies with general policyholder's rating of not less than A- and a financial rating of not less than Class VIII as rated in the most current available A.M. Best Insurance Reports and be licensed to do business in the State of Connecticut. All such policies shall be issued in the name of the awarded Proposer, and shall name, as Additional Insured, The State of Connecticut, University of Connecticut. Policies shall waive the right of recovery against the University and shall be primary.

7.31.3 As to insurance required by this agreement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the University within fifteen (15) days after the tentative award of this agreement. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate in lieu thereof. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving thirty (30) days written advance notice hereof to the University's representative and that the insurance reflected thereon meets the minimum requirements of the proposal. A renewal policy or certificate shall be delivered to the University at least thirty (30) days prior to the expiration date of each expiring policy. If at

any time, any of the policies shall be or become unsatisfactory to the University as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the University, the Proposer shall promptly obtain a new and satisfactory policy in replacement upon such written notice from the University.

- 7.32 License: Any Agreement resulting from this RFP will not grant the Proposer a license or other right to duplicate or use any image or intellectual property of the University in any manner other than as may be expressly approved in writing in connection with the performance of the contract.
- 7.33 OSHA Compliance: All items to be furnished hereunder shall meet all applicable State and Federal requirements of the Occupational Safety and Health Act. All alleged violations and deviations from said state and federal regulations or standards of the items or services to be furnished hereunder, must be set forth on the proposed requirements and criteria in the proposal response. Or, if at any later date the items or services contained herein shall not meet all applicable state and federal requirements after the proposer is awarded the contract hereunder, the proposer must notify the University's Director of Procurement Services immediately by registered mail.
- 7.34 Advertising/Sponsorship Opportunities: In submitting a proposal, the Proposer agrees, unless specifically authorized in writing by the University on a case by case basis, that it shall have no right to use, and shall not use, the name of the University of Connecticut, its officials or employees, or the Seal of the University, a) in any advertising, publicity, promotion; nor b) to express or imply any endorsement of agency's services; nor c) to use the name of the state, its officials or employees or the University seal in any manner ( whether or not similar to uses prohibited by subparagraphs (a) and (b) above) except only to manufacture and deliver in accordance with this agreement such services as are hereby contracted by the University. **Should the Proposer be interested in pursuing a formalized sponsorship agreement with the University through its Division of Athletics, which may include advertising benefits and use of University marks, please contact the procurement official identified in section 2.1 for details on how to pursue such a relationship.**
- 7.35 Licensed Merchandise: Pre-authorization must be received from the University for the use of University's names, marks, and logos.
- 7.36 Intellectual Property:
- 7.36.1 The Proposer shall pay all royalties, license fees, and patent to invention rights, or copyrights or trade and service marks and defend all suits or claims for the infringement of any patent or invention right or copyrights or trade and service marks involved in the items furnished in any contract resulting from this RFP.
- 7.36.2 The Proposer will hold and save the University and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance furnished in the performance of any contract resulting from this RFP including its use by the owner, unless otherwise specifically stipulated.

- 7.36.3 Copyrights for any item specified shall be the property of the University and inure to its benefit and Proposer shall execute such documents, as University may require, for the perfection thereof.
- 7.36.4 The University shall retain all rights, title and interest in all its usage, user and biographical data and Proposer shall only use such data to the extent necessary for complying with its obligations to the University unless it otherwise receives express written approval from the University's designee for any other use.

7.37 Confidential Information:

- 7.37.1 The University treats Proposals as confidential until after the award is issued. At that time they become subject to disclosure under the Freedom of Information Act. If a Respondent wishes to supply any information, which it believes is exempt from disclosure under the Act, said Respondent should summarize such information in a separate envelope and each page submitted should clearly state "Confidential," but otherwise be presented in the same manner as the Proposal. However, any such information is provided entirely at the Respondent's own risk and the University assumes no liability for any loss or damage which may result from the University's disclosure at any time of any information provided by the Respondent in connection with its proposal.
- 7.37.2 The proposer and its employees will not disclose information acquired in connection with the performance of services under this agreement which is proprietary or confidential in nature to the University without written permission from the University. This confidentiality will continue to be in effect even after the contract has been completed or terminated for any reason. Some projects may require additional confidentiality documentation or agreements, which will vary according to the University's needs, legal requirements and scope of work. A sample confidentiality agreement is included in Part IX merely for illustrative purposes, and should not be considered the standard confidentiality agreement due to the varying needs for each project.

7.38 Responsibility of Those Performing the Work:

- 7.38.1 The Proposer shall be responsible for the acts and omissions of all the Proposer's employees and all sub-proposer's employees, if applicable, as well as all other persons involved in performing any tasks associated with the provision of the goods and/or services outlined in this RFP by the Proposer.
- 7.38.2 The Proposer shall at all times enforce strict discipline and good order among the Proposer's employees and shall not employ any unfit person or anyone not skilled in the task assigned.
- 7.38.3 The contract awardee, when so determined by the University, shall dismiss incompetent or incorrigible employees from the project, and such persons shall be prohibited from returning to the project without written consent of the University.

- 7.39 Freedom of Information: While the University may be willing to agree not to disclose the information proactively, the University is subject to the Connecticut Freedom of Information Act,



found in Chapter 14 of the Connecticut General Statutes, which may require disclosure, should the document be requested with limited exceptions. Two such exceptions that might apply are as follows: (1) Conn. Gen. Stat. sec. 1-210(b)(24) permits the University to withhold records related to the procurement process while bidding and contract negotiations are underway (this moratorium is temporary and lasts only until the contract has been executed or negotiations are abandoned); and Conn. Gen. Stat. sec. 1-210(b)(5) permits the University to withhold records in its possession in the event they contain trade secrets (or really any intellectual property). In the event that the University determines that Conn. Gen. Stat. sec. 1-210(b)(5) may apply to a given request for the records in question, the responsibility to substantiate claims that said would reveal trade secrets and meet the exemption requirements would need to be borne by the owner of said trade secrets, not the University. Further, if the entity seeking access to the documents challenges the University's withholding of the document, said owner may be required to prove at the Freedom of Information Commission and/or in a Court of Law, that the release of said trade secrets would be harmful to the owner of the intellectual property or properties in question.

- 7.40 Mandatory Affidavits: The Office of Policy and Management has created new ethics forms effective August 1, 2007 to assist executive branch agencies in complying with the State of Connecticut's current contracting requirements, pursuant to the Connecticut General Statutes and Executive Orders of Governor M. Jodi Rell. The University will require the applicable mandatory affidavits to be completed by the Proposer at the time of bid response and contract award. The required affidavits are enclosed as part of this document. Detailed information regarding the requirement of such affidavits can also be found on the Office of Policy and Management website: [http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806)
- 7.41 Joint Ventures: Bids submitted by bidders under 'joint venture' arrangements or other multi-party agreements must include a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from the bid.
- 7.42 Executive Orders of the Governor: Any Contract awarded pursuant to this solicitation is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the University shall provide a copy of these orders to the Contractor.
- 7.43 The University of Connecticut is an equal opportunity employer.
- 7.44 Ethics and Compliance Reporting/Whistleblower Protection: In accordance with the University's compliance program, the University has in place an anonymous ethics and compliance reporting hotline service – 1-888-685-2637. Any person who is aware of unethical practices, fraud, violation

of state laws or regulations or other concerns relating to University policies and procedures can report such matters anonymously. Such persons may also directly contact the University's compliance office at: Office of Audit, Compliance, and Ethics, 9 Walters Avenue, Unit 5084, Storrs, CT 06269-5084; Phone 860-486-4526; Fax 860-486-4527. As a provider of goods and/or services to the University, you are hereby required to notify your employees, as well as any sub-Proposers, who are involved in the implementation of this contract, of this reporting mechanism.

- 7.45 State Elections Enforcement Commission (SEEC) Requirements: For all State contracts as defined in Public Act 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state Proposers of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the SEEC notice found in UConn Sample Purchasing Agreement attached to this bid solicitation.
- 7.46 Nondiscrimination Warranties: An executed Nondiscrimination Certification must also be provided by the Proposer at the time of contract execution for all contracts/agreements with corporations and other entities, regardless of type, term, cost or value. The Certification requires the signer to disclose his/her title and certify that the Proposer has in place a properly-adopted policy, which supports the nondiscrimination requirements of Connecticut law. This Certification is required for all original contracts/agreements as well as amendments. The Nondiscrimination Certification forms can be found with the affidavits in this document or at:  
[http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806)

(a) For purposes of this Section, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and "contract" include any extension or modification of the Contract or contract; (iii) "Proposer" and "Proposer" include any successors or assigns of the Proposer or Proposer; (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders; (ix) "minority business enterprise" means any small Proposer or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of

the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each Proposer is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Proposer agrees and warrants that in the performance of the Contract such Proposer will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Proposer that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Proposer further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Proposer that such disability prevents performance of the work involved; (2) the Proposer agrees, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Proposer agrees to provide each labor union or representative of workers with which the Proposer has a collective bargaining Agreement or other contract or understanding and each Proposer with which the Proposer has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Proposer's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Proposer agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Proposer agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Proposer as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Proposer agrees and warrants that he will make good faith efforts to employ minority business enterprises as sub-Proposers and suppliers of materials on such public works projects.

(c) Determination of the Proposer's good faith efforts shall include, but shall not be limited to, the following factors: The Proposer's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Proposer shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Proposer shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a sub-Proposer, Proposer or manufacturer unless exempted by regulations or orders of the Commission. The Proposer shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Proposer becomes involved in, or is threatened with, litigation with a sub-Proposer or Proposer as a result of such direction by the Commission, the Proposer may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Proposer agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Proposer agrees and warrants that in the performance of the Contract such Proposer will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Proposer agrees to provide each labor union or representative of workers with which such Proposer has a collective bargaining Agreement or other contract or understanding and each Proposer with which such Proposer has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Proposer's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Proposer agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Proposer agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Proposer which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Proposer shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a sub-Proposer, Proposer or manufacturer unless exempted by regulations or orders of the Commission. The Proposer shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Proposer becomes involved in, or is threatened with, litigation with a sub-Proposer or Proposer as a result of such direction by the Commission, the Proposer may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

7.47 Termination for Cause: The University may terminate any resulting Contract for cause by providing a written Notice to Cure to the Proposer citing the instances of noncompliance with the contract.

The Proposer will have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.

- (a) If the Proposer and the University reach an agreed upon solution, the Proposer will then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
- (b) If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Proposer, the University reserves the right to terminate the Contract at that time by written notice of such termination.
- (c) If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the Contract at that time by written notice of such termination.
- (d) The University will be obligated only for those goods or Services rendered and accepted prior to the date of Notice of Termination.
- (e) Remedies for Default: If the solution mutually agreed upon pursuant to subsection (a) of this Section is not implemented within the thirty (30) days provided in said subsection, the University may procure the subject goods or services from another source and charge any cost difference to the Proposer.

7.48 Termination for Convenience:

- (a) The University may terminate any resulting Contract in whole or in part whenever, for any reason, the University shall determine that such termination is in the best interest of the University and/or the State of Connecticut.
- (b) If the Contract is terminated by the University pursuant to this section, the University will provide the Proposer sixty (60) days written notice of such intention. In the event of such termination, the Contract Administrator and/or designee will notify the Proposer by certified mail, return receipt requested. Termination will be effective as of the close of business on the date specified in the notice.

**Appendix A – Content of Proposals**

**Appendix B1 – Collaboration Agreement Format**

**Appendix B2 – Purchasing Agreement Format**

**Appendix C – Business Terms**

**Attachment 1 – Non-Collusion Affidavit**

**Attachment 2 – State Ethics Policy Memo**